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OF COUNSEL URBAN A LESTER

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20006-2973

ALVORD AND ALVORD

ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

August 17, 1999

Mr. Vernon A. Williams Secretary Surface Transportation Board Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Assignment and Assumption Agreement, dated August 11, 1999, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Agreement filed with the Board under Recordation Number 21316.

The names and addresses of the parties to the enclosed document are:

Assignor:

Greenbrier Leasing Corporation

One Centerpointe Drive Suite 200 Lake Oswego, Oregon 97035

Assignee:

Bombardier Capital Rail Inc. (f/k/a NorRail, Inc.)

6900 Wedgwood Road Suite 120 Maple Grove, Minnesota 55311

A description of the railroad equipment covered by the enclosed document is:

two hundred fifty (250) boxcars bearing IBT reporting marks and road numbers 19600 through 19849, inclusive

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Mr. Vernon A. Williams August 17, 1999 Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copy of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/bg Enclosures

NEC'D AUG 1 0 1999;

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MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

BETWEEN

GREENBRIER LEASING CORPORATION

AND

BOMBARDIER CAPITAL RAIL INC.

AUGUST 11, 1999

Memorandum of Assignment and Assumption Agreement made and entered into effective as of August 11, 1999, by and between Greenbrier Leasing Corporation, a Delaware corporation ("Assignor") and Bombardier Capital Rail Inc., a Minnesota corporation ("Assignee").

WITNESSETH:

- 1. Assignor, as Lessor, leased to Minnesota, Dakota & Western Railway Company ("Lessee") two hundred fifty (250) 60-foot nine-inch, 100-ton, Plate E boxcars with two eight-foot sliding doors, 15-inch EOCC and 60,000 lb. nailable steel floors, marked and numbered IBT 19600 through IBT 19849, inclusive, pursuant to that certain Master Lease Agreement dated November 19, 1997, and Rider No. 4 thereto dated as of September 30, 1998, as amended (collectively, the "Lease").
- 2. Assignor has agreed to assign to Assignee and Assignee has agreed to accept from Assignor the Lease and the Cars which are the subject of that Lease.
- 3. This Memorandum of Assignment Agreement may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers effective as of the date and year first above written.

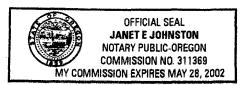
GREENBRIER LEASING CORPORATION
By: Normiss M Webb
Title: Executive Vice President
BOMBARDIER CAPITAL RAIL INC.
By: Bradley C. Gunsfad
Vice President & General Counsel Title:

STATE OF OREGON)
) ss
COUNTY OF CLACKAMAS)

On this general day of August, 1999, before me personally appeared Norriss M. Webb, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Greenbrier Leasing Corporation that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Janet E. Johnston MOTARY PUBLIC

My commission expires: 5/28/2002



STATE OF MINNESOTA)
COUNTY OF Wright) ss.)
On this <u>13</u> day of August,	1999, before me personally appeared to me personally known, who being by me Course of Bombardier Capital
Brallas C. Sunstad	, to me personally known, who being by me
duly sworn, says that he is the	P Doneral Course of Bombardier Capital
Rail Inc., that the foregoing instru	ment was signed on behalf of said corporation, and he
acknowledged that the execution of	of the said instrument was his free act and deed.



NOTARY PUBLIC

My commission expires: 1-31-2000